



Department of Toxic Substances Control

Edwin F. Lowry, Director
5796 Corporate Avenue
Cypress, California 90630



Winston H. Hickox
Agency Secretary
California Environmental
Protection Agency

Gray Davis
Governor

September 29, 2003

Ms. Carol Foss McCracken
Foss Plating Company, Inc.
8140 Secura Way
Santa Fe Springs, California 90670

IN THE MATTER OF: CORRECTIVE ACTION CONSENT AGREEMENT;
FOSS PLATING COMPANY, INCORPORATED; DOCKET NUMBER HWCA:
SRPD 02/03SCC-1302

Dear Ms. Foss McCracken:

Please find enclosed is a signed Corrective Action Consent Agreement (Agreement) for Foss Plating Company (Facility) located at 8140 Secura Way, Santa Fe Springs, California 90670. The Agreement became effective on September 25, 2003.

As indicated in the Agreement, Foss Plating Company shall pay the Department of Toxic Substances Control (DTSC) an advance payment of \$1,000.00 on or before October 27, 2003. The check must reference the name and address of the Facility, and the docket number. Please make a check payable to the Department of Toxic Substances Control and send it to:

Accounting Unit
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

Other documents we discussed during the September 24, 2003 meeting at the DTSC office are:

- Copy of the check
- Facility contact person designation
- Amended Preliminary Endangerment Assessment Workplan
- Amended Site Health and Safety Plan
- Copy of the Santa Fe Springs letter regarding the clarifier closure

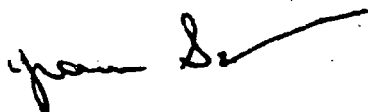
The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.dtsc.ca.gov.

Ms. Carol Foss McCracken
September 29, 2003
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Please submit documents listed above on or before October 27, 2003,
to Ms. Irena Edwards, DTSC's Project Manager, at the following address:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

Thank you for your cooperation. DTSC looks forward to working with you on this
project. If you have any questions, please do not hesitate to call Ms. Irena Edwards
at (714) 484-5385, or me at (714) 484-5417.
Sincerely,



Yvonne Sanchez
Section Chief
Tiered Permitting Corrective Action Branch

Enclosure

CERTIFIED MAIL
7001 0320 0001 0758 7595
Return Receipt Requested

cc: Mr. David Klunk
Santa Fe Springs Fire Department
11300 Greenstone Avenue
Santa Fe Springs, California 90670

Ms. Carol Foss McCracken
September 26, 2003
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bcc: Ms. Debra Schwartz
Staff Counsel
Office of Legal Counsel
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, CA 91201

Mr. Mark Abrams
Hazardous Waste Management Program
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

Department of Toxic Substances Control
Accounting Office
P.O. Box 806
Sacramento, California 95812-0806

Department of Toxic Substances Control
Cost Recovery Program
P.O. Box 806
Sacramento, California 95812-0806

Yvonne Sanchez

Steve Lavinger

7001 0320 0001 0758 7595

POSTAL SERVICE CERTIFIED MAIL RECEIPT	
Postage \$	Postmark Here 9/29/03 PCL
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To <u>Carol Foss McCracken</u>	
Street, Apt. No. or P.O. Box No. <u>Foss Plating</u>	
City, State, ZIP+4 <u>Santa Fe Springs</u>	

SENDER COMPLETE THIS SECTION

- Complete items 1 and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carol Foss McCracken
Foss Plating Company, Inc.
8140 Secura Way
Santa Fe Springs, California 90670

RECEIVED BY DELIVERY	
A. Received by (Please Print Clearly) <u>EDWARD W FOSS</u>	B. Date of Delivery <u>9-30-03</u>
C. Signature <u>x Edward W Foss</u>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

2. Article Number
(Transfer from service label)

7001 0320 0001 0758 7595

Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA:
)	SRPD 02/03SCC-1302
)	
Foss Plating Company)	
8140 Secura Way)	
Santa Fe Springs, CA 90670)	
CAD008278236)	CORRECTIVE ACTION
)	CONSENT AGREEMENT
)	
)	Health and Safety Code
Respondent.)	Sections 25187 and 25200.14
)	

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Foss Plating Company (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. Respondent is the the owner and operator of a hazardous waste facility located at 8140 Secura Way, Santa Fe Springs, California (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Conditional Authorization issued by DTSC on August 11, 1993.

1.5. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section 66260.10, except as otherwise provided.

1.6. Respondent agrees to implement all DTSC-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference.

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

FINDINGS OF FACT

2.1. On December 31, 1996, Respondent submitted a Phase I Environmental Assessment pursuant to Health and Safety Code section 25200.14 (Phase I). The Phase I identified two areas of concern (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment. On August 22, 2002, DTSC conducted a site inspection at the Facility. Based on the site inspection and the information available to DTSC, DTSC has identified solid waste management units (SWMUs) and/or areas of concerns (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment:

- SWMU 1 - Degreaser Operations Area
- SWMU 2 - Wet Floor/Plating Room Area
- SWMU 3 - Underground Clarifier
- SWMU 4 - Wastewater Treatment System.

2.2. Based on the information available to DTSC, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents at the Facility.

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are heavy metals, chlorinated solvents and machine oil.

2.4. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: soil, surface water, groundwater, air, particulate matter.

2.5. The Facility is located in a light industrial/commercial area. Depth to groundwater in the area is reported to be approximately 65 feet below ground surface. The San Gabriel River is reported to be approximately two miles to the west of the Facility. The storm water run-off collection channel is located along the west side of the Facility.

2.6. Releases from the Facility may migrate toward the storm water run-off collection channel, groundwater, and adjacent properties.

PROJECT COORDINATOR

3. Within 14 days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence.

All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven days prior written notice.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws, their implementing regulations, and the applicable DTSC and the United States Environmental Protection Agency guidance documents.

PRELIMINARY ENDANGERMENT ASSESSMENT

5. Respondent shall conduct a Preliminary Endangerment Assessment (PEA) for the entire Facility, and if necessary, further investigation and remediation of any release of hazardous waste or hazardous waste constituents at or from the Facility. Within 30 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a PEA Workplan and an implementation schedule for approval. Respondent shall implement the DTSC-approved PEA Workplan and schedule. Within 60 days upon completion of the PEA activities, Respondent shall submit to DTSC a Final PEA Report for approval. Respondent shall conduct the PEA in accordance with the Preliminary Endangerment Assessment Guidance Manual (State of California Environmental Protection Agency, Department of Toxic Substances Control, June 1999.)

ADDITIONAL WORK

6. If DTSC determines that further investigation and remediation are necessary at the Facility, DTSC and Respondent will negotiate another consent agreement or amend this Consent Agreement to address the additional work. If another consent agreement or an amendment is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement or the amendment are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

7. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial

Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

8.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

8.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

8.3. Any DTSC-approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

8.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

9.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first day of the first month following the close of each reporting period. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 1. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

9.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

9.3. The certification required by paragraph 13.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: _____

Name: _____

Title: _____

Date: _____

9.4. Respondent shall provide three copies of all documents, including but not limited to, workplans, reports, and correspondence. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

9.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

10. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

QUALITY ASSURANCE

11.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

11.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

12.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to

this Consent Agreement.

12.2. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

12.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

13. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

RECORD PRESERVATION

14.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Permitting and Corrective Action Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

14.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the

terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

14.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility, or at a location otherwise agreed to by the parties, to afford easy access by DTSC and its representatives.

DISPUTE RESOLUTION

15.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

15.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC's Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

15.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, Tiered Permitting Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

15.4. DTSC and Respondent shall have 14 days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

15.5. After the formal discussion period, DTSC will provide Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by the Branch Chief or his/her designee.

15.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work required under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

16.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory and regulatory rights, defenses and remedies, as they may arise under this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondent may have under any laws, regulations or common law.

16.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.

16.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

16.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

16.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS

17. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

18. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

OTHER APPLICABLE LAWS

19. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

20.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

20.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$11,653. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit A and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent as the work progresses under the Consent Agreement.

20.3. Respondent shall make an advance payment to DTSC in the amount of \$ 1,000.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section 22 of this Consent Agreement.

20.4. DTSC will provide Respondent with a billing statement at least quarterly, which will include the name(s) of the employee(s), identification of the activities, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1.

20.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents that support the DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

20.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

20.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

21.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.

21.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Tiered Permitting Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

22. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily

completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

23. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

SIGNATORIES

24. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 9/24/03 BY: Victor E Foss
Victor Foss, President
Foss Plating Company/ Respondent

DATE: 9/25/03 BY: Stephen W. Lavinger
Stephen W. Lavinger, Chief
Tiered Permitting, Corrective Action Branch
Permitting and Corrective Action Division
Department of Toxic Substances Control

ATTACHMENT 1

SCOPE OF WORK FOR PROGRESS REPORTS

Progress reports shall include:

1. All actions taken during the reporting period to achieve compliance with the order;
2. A summary of any findings made during the reporting period;
3. All problems or potential problems encountered during the reporting period (also discuss problem solutions);
4. All projected work for the next reporting period as well as anticipated problems and avoidance measures;
5. A discussion of any changes in personnel that occurred during the reporting period;
6. Summaries of all contacts with representatives of the press, local community, or public interest groups; and
7. Results of any sampling, tests, of other data generated during the Facility Investigaiton.

EXHIBIT A

COST ESTIMATE WORKSHEET CORRECTIVE ACTION CONSENT AGREEMENT

Foss Plating Company

PROGRAMS	Class Code	Class Name	Facility Investigation			PEA	Health & Safety Plan	Total Hours	Rate (\$/hr)	Cost
			Workplan	Implementation	Report					
SRPD	3564	HSS	4	8	8	8	2	30	\$110	\$3,300
	3568	SHSGI	1	1	1	1		4	\$128	\$504
	3565	SHSGII						0	\$148	\$0
	1181	WPT	1		1			2	\$57	\$114
Public Participation	5373	PP Specialist						0	\$103	\$0
	5372	PP Supervisor						0	\$118	\$0
Toxicologist	7978	Staff Toxicologist			8	18		24	\$149	\$3,576
	7942	Senior Toxicologist				1		1	\$158	\$158
Hydro/Geologist	3728	HSEG	4	8	8			20	\$118	\$2,320
	3730	SHSEGI	1	1	1			3	\$134	\$402
	3729	SHSEGI						0	\$147	\$0
Industrial Hygienist	3852	Associate IH	1	1			8	10	\$115	\$1,150
	4567	Senior IH					1	1	\$131	\$131
Total			12	19	27	20	11	75	TOTAL = \$11,653	

Preliminary Endangerment Assessment (PEA)

♦ Community Profile: Review/comment of Community Profile data and report

♦ Hourly Rates are DTSC Contract Estimation Rates effective 7/01/01 - 6/30/02. (Hourly Rate + Indirect @ 191.88%)

♦ Class Name: Listed are the most commonly used Class Names

* Note: This worksheet does not include Cost Estimate for Interim Measures (IM), Facility Investigation (FI), Corrective Measure Study (CMS), Corrective Measure Implementation (CMI), or any other additional work not calculated in the above table.

J.H.

REQUEST FOR HAZARDOUS WASTE FACILITY PERMIT VARIANCE
California State Department of Health Services
Toxic Substances Control Division

I hereby request a variance from the Hazardous Waste Facility Permit requirements of the California State Department of Health Services (DHS).

I. I currently have the following hazardous waste management operation(s) at my facility: (check all applicable items)

A. Container Storage

- ☒ On-site storage less than 90 days.
- ☐ On-site storage more than 90 days (maximum one year).
- ☐ On-site storage of small quantities more than 90 days (maximum one year).

B. Tank Storage

- ☒ Above ground tank.
- ☐ Underground tank.
- ☐ Tank located within a vault.
- ☒ On-site storage less than 90 days (total tank content must be emptied).
- ☐ On-site storage more than 90 days (maximum one year).

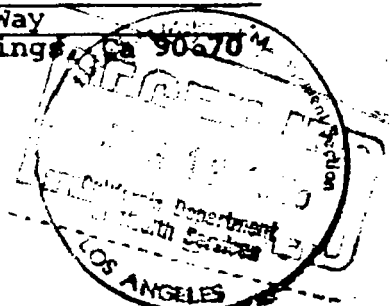
C. Treatment System

- ☒ System located above ground.
- ☐ System located underground.
- ☐ Elementary neutralization unit.
- ☒ Wastewater pretreatment unit.
- ☐ Totally enclosed treatment facility.
- ☒ Physical, chemical or biological treatment prior to disposal.
- ☒ Other (specify) Settles out metal hydroxides

II. The facility is owned/operated by Foss Plating Co
and is located at 8140 Secura Way
Santa Fe Springs, Ca 90a70

-100-

- OVER -



III. I am requesting a variance for my facility based upon the following section(s) of Title 22, California Administrative Code:

Section 66310 (a) (1): The hazardous waste at my facility is insignificant as a potential hazard to humans, domestic livestock or wildlife because of its small quantity; low concentration and/or physical or chemical characteristics.

and/or

Section 66310 (a) (2): The hazardous waste at my facility is handled, processed or disposed of pursuant to regulations of another governmental agency.

My facility is regulated by the following agency: _____

LA County Sanitation District

A copy of the applicable permit is attached.

IV. I am attaching all applicable information and drawings as required in support of this variance request. For any facilities involving underground tanks, I have attached information describing the leak detection program.

V. I understand that any variance from the Hazardous Waste Facility Permit requirements of DHS, if granted, does not exempt my firm from any other applicable laws and regulations governing the management of hazardous wastes.

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this exemption application and that, based on inquiry of those individuals immediately responsible for obtaining the information I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."


(Certification Signature)

Sec/Treas
(Title)

(213) 945-3451
(Telephone)

Aug 8, 1986
(Date)

Foss Plating Co
(Company or Applicant)

8140 Secura Way
(Mailing Address)

Santa Fe Springs, Ca 90670
(City, State, ZIP)

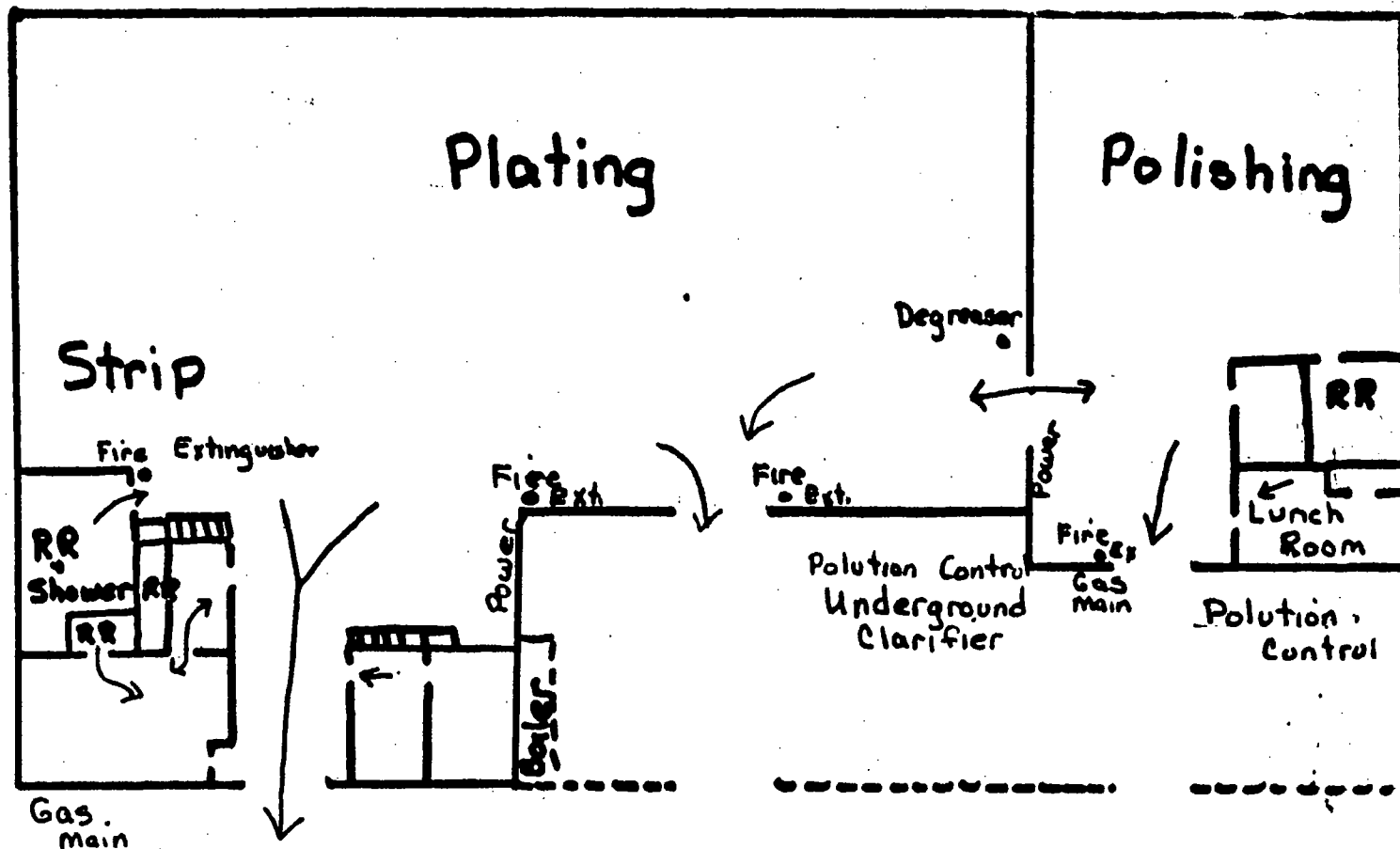
(ISD Number if Applicable)



FOX
OXbow 3-5871

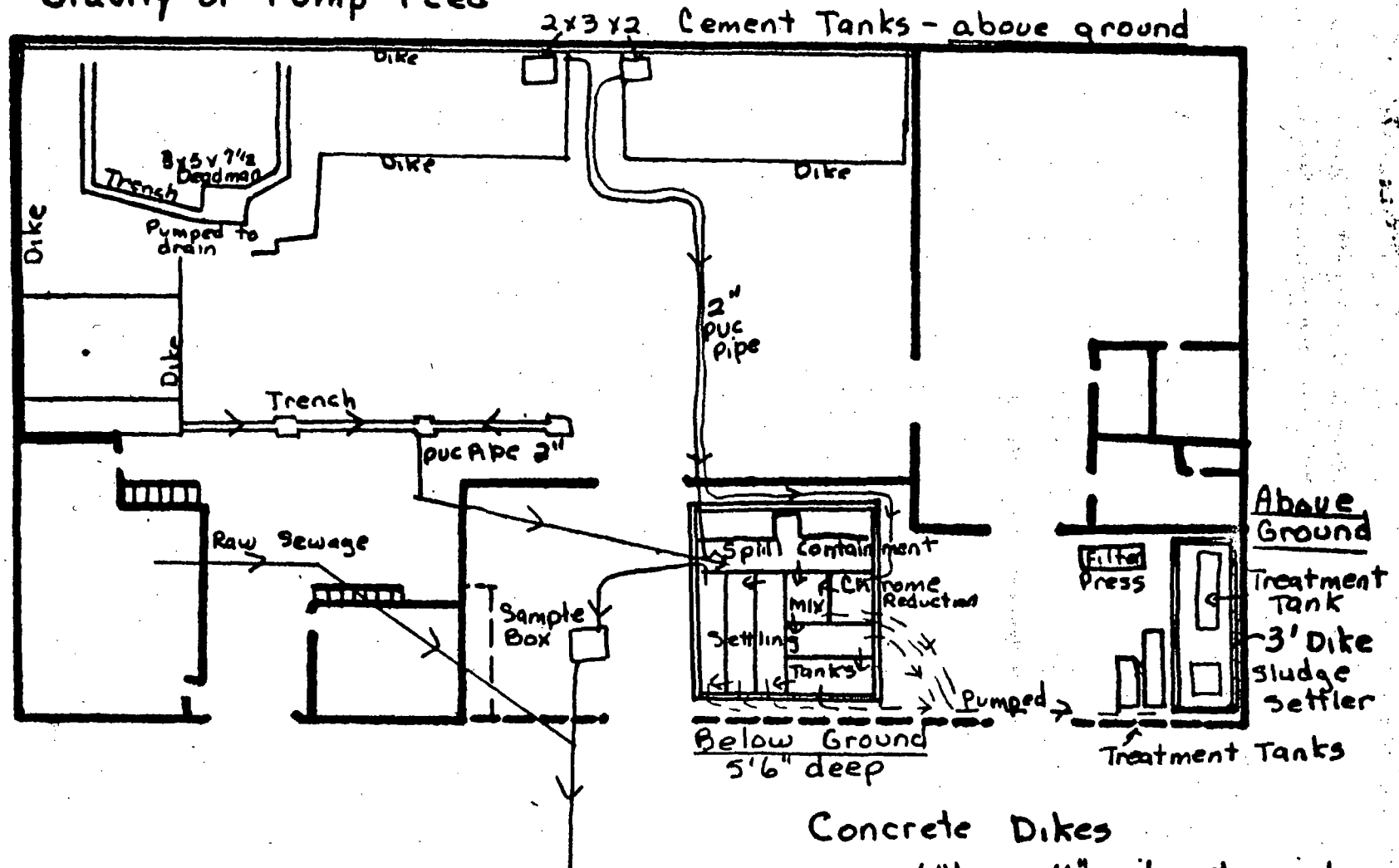
DECORATIVE CHROME, COPPER, NICKEL & BRASS
METAL POLISHING
COMMERCIAL PLATING

COMMERCIAL PLATING COMPANY INC.
8140 SECURA WAY - SANTA FE SPRINGS, CALIF. 90670



Underground Clarifier (Pass-Thru) System

Gravity or Pump Feed



Concrete Dikes

6" high, 4" wide typical
Concrete Trench with slope
1' wide 4' to 9' deep

Concrete Pits - 6" walls

Soil Compacted to local ordinance

20' = 1"

A hand-drawn floor plan of a building, likely a school or institutional facility, showing various rooms and equipment. The plan is divided into several sections by walls and doors.

- Top Left:** A large, empty rectangular room.
- Bottom Left:** A room containing a desk and a chair. The desk is labeled "DESK" and the chair is labeled "CHAIR".
- Center:** A large room with a desk and a chair. The desk is labeled "DESK" and the chair is labeled "CHAIR". Below the desk is a rectangular area labeled "5' x 8'".
- Top Right:** A large, empty rectangular room.
- Bottom Right:** A room containing a desk and a chair. The desk is labeled "DESK" and the chair is labeled "CHAIR". Below the desk is a rectangular area labeled "5' x 8'".
- Far Right:** A room containing a desk and a chair. The desk is labeled "DESK" and the chair is labeled "CHAIR". Below the desk is a rectangular area labeled "5' x 8'".
- Diagonal Label:** A label "Dumpster by Filter Lake" is written diagonally across the center-right area.

Sludge
Settler

2

AUTOMATIC PLATING & POLISHING
NICKEL, CHROME PLATING TO
AUTOMOTIVE SPECIFICATIONS

FOSS PLATING COMPANY INC.

(213) 945-3451

8140 SECURA WAY — SANTA FE SPRINGS, CALIFORNIA 90670

MONITORING SYSTEM

At Foss Plating Co we use a Visual Monitoring System as each Clarifier is regularly pumped. It is a part of our procedure to visually inspect each emptied tank for flaws.

We keep a record of Tank Pumps on a Calandar.

PERMIT NO.

Rec'd 4752
9-12-75

~~EXISTING INDUSTRIAL WASTEWATER DISCHARGE~~
 PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE
 SANITATION DISTRICTS OF LOS ANGELES COUNTY

110490
 COUNTY SANITATION DISTRICTS 2020 Beverly Blvd., Los Angeles, Calif. 90057
 OF LOS ANGELES COUNTY John D. Parkhurst, Chief Engineer and General Manager
 1800 Wilshire Blvd. Road
 P. O. Box 4998
 Wilshire, California 90607

01 P. O. Box 4998, Calif. 8/25/75 I-2751-1H
 Wilshire, California 90607

*APPLICATION IS HEREBY MADE BY Foss Plating Co., Inc.

03 (Mailing Address) 8140 SECURA Way SANTA Fe Springs, CALIF 92670
 (STREET) (CITY) (STATE) (ZIP)

07 OWNER, TENANT, ETC. of the property located at:

09 (Street) SAME AS ABOVE (City) (Zip)
 (ADDRESS OF PROPERTY PRODUCING WASTEWATER DISCHARGE)

*Assessors Map Book No. 8169 Page No. 002 Parcel No. 011
 (LEGAL ADDRESS OF PROPERTY PRODUCING WASTEWATER DISCHARGE)

SAME AS ABOVE
 (LOCATION OF POINT OF WASTEWATER DISCHARGE TO SEWERAGE SYSTEM)

for a Permit for Industrial Wastewater Discharge to the sewerage system.

13 Type of Industry METAL FINISHING 3471
 (GENERAL DESCRIPTION) (FEDERAL SIC NOS.)

15 Number of Employees (Full Time) 17 (Part Time) NONE

21 Raw Materials Used SEE ATTACHED SHEET
 (GENERAL DESCRIPTION - ADD ADDITIONAL SHEETS AS NEEDED)

Products Produced Nickel - Chromium Plated Steel & brass
 (GENERAL DESCRIPTION - ADD ADDITIONAL SHEETS AS NEEDED)

Wastewater Producing Operations SEE ATTACHED SHEET

31 Time of Discharge 7 AM to 10 AM Days per Week M T W T F Sa Su
 (WORKING DAY - CROSS OUT AM OR PM) (CIRCLE DAYS)

* Wastewater Flow Rate 10,194 gal AA (Gallons Per Day)

Constituents of Wastewater Discharge SEE ATTACHED SHEET

(GENERAL DESCRIPTION - ATTACH CHEMICAL ANALYSES RESULTS TO THIS APPLICATION)

Person in company responsible for industrial wastewater discharge:

41 DONALD F. FOSS VICE-PRESIDENT 693-5871
 (PRINT) (NAME) (POSITION) (TELEPHONE NUMBER)

I affirm that all information furnished is true and correct and that the applicant will comply with the conditions stated on the back of this permit form.

Date 8/25 1975

Signature for Applicant Donald F. Foss Vice-President
 (COMPANY ADMINISTRATIVE OFFICIAL) (NAME) (POSITION)

Approved by City or County Official

Date 10/27/75

For Dept. of County Engineers ☐

City of Santa Fe Springs ☒ I-2751-1H

Name Herbert H. Main

Position Asst. C. E. II

Note: A permit fee may be required by the local City or County Agency.

This form when properly signed shall be a valid permit unless suspended or revoked.

RETURN THIS COPY TO APPLICANT WHEN APPROVED

Approved by Sanitation Districts of Los Angeles County

Date Jan. 19, 1976

John D. Parkhurst, Chief Engineer and General Manager

by Alfredo C. Reyes

Position Plant Eval Engr

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
PROJECT PLANNING AND POLLUTION CONTROL DIVISION

INDUSTRIAL WASTE SEWER DISPOSAL
CONDITIONS AND LIMITATIONS

1. The maximum flow rate to the sewer shall be 25
15 gpm.
2. Liquid industrial wastes and any water soluble wastes not acceptable for discharge into the sanitary sewer shall be stored in leakproof containers pending transportation to a legal point of disposal. The permittee shall certify the material, source, quantity, and legal point of disposal by signing the California Liquid Waste Hauler Record. A copy of the California Liquid Waste Hauler Record Form is attached.
3. Copies of the completed record form must be obtained and kept on file for a period of at least 180 days for any liquid wastes transported from the site. The record forms shall be made available to representatives of the County Engineer upon request.
4. Waste disposal operations shall be conducted in such a manner that no nuisance is created.
5. Representatives of governmental agencies concerned with the disposal of industrial waste shall be permitted access at any reasonable time to take samples of wastes and inspect operations.
6. The permittee shall secure written approval from this Department before making any additions or modifications which may affect the quantity, quality, or method of disposal of waste materials. Requests or plans for additions or modifications to waste treatment facilities or method of disposal must be submitted for approval to the Department of County Engineer, Project Planning and Pollution Control Division, 108 West Second Street, Los Angeles, California 90012.
7. This permit is subject to suspension or revocation if conditions exist which would justify denial of a permit or if permittee fails to correct unsatisfactory conditions.

EACH
EACH
EACH
EACH
SS SPENT
DRAGE IS,

3x3 1/2"
L 2x4 D

PROPERTY LINE

APPROVAL OF PLANS FOR INDUSTRIAL WASTEWATER DISCHARGE

Sanitation Dist. No. 18 John D. Parkhurst, Chief Eng. & San. Insp.

Date Dec. 11, 1978 San. Dist. No. 18 San. Insp. No. 47-2

Approved in connection with an application for discharge of effluent from the above named facility.

Check for compliance with all applicable laws, rules and regulations.

Check for compliance with all applicable laws, rules and regulations.

San. Insp. No. 47-2

Reviewed by John D. Parkhurst Checked by SS

Approved by John D. Parkhurst For John D. Parkhurst, Chief Eng. & San. Insp.

Permit for sewer connection must be obtained separately.



APPROX. 200' TO
RIVER ROAD

ROBERTSON'S DRAFTING SERVICE
EDMOND BAR CAL. (714) 555-7831
CHEMICAL CONSULTANTS
CITY OF INDUSTRIES, CAL.

FEES
SANTA ANA
PER PLAN



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road / Whittier, California
Mailing Address: / P. O. Box 4998, Whittier, California 90607
Telephone: (213) 699-7411 / From Los Angeles (213) 685-5217

JOHN D. PARKHURST
Chief Engineer and General Manager

February 3, 1977

In reply, please refer to
File: 18-00.05-00/77-4352T

Foss Plating Co. Inc.
8140 Secura Way
Santa Fe Springs, CA 90670

Attention: Larry Foss

Subject: Addendum to Industrial Wastewater Discharge Permit No. 4352
Spill Containment System

Dear Mr. Foss

Enclosed are copies of the approved plans, describing a proposed spill containment system. The plans were submitted in accordance with requirements of the Sanitation Districts' Phase I Control Program which requires containment of spills and leaks of toxic or hazardous process solutions which may enter the sewerage system on failure or accidental overflow of storage or process tanks, piping or equipment. The approved plans consist of: Plot and Floor Plan

Approval of the spill containment system is contingent upon continuing compliance with all applicable Ordinance requirements, upon any corrections shown in red on the plans, upon all previous permit requirements, and upon the following specific requirements:

1. Spills of process solutions must be disposed of at a Class I landfill site.
2. The proposed spill containment system shall be constructed within 90 days of the date of this letter.

This approval of the proposed spill containment system by the Sanitation Districts is for only the general concept presented. The proper construction and maintenance of the system is the responsibility of the permittee and his contractors.

*2. Rick Smith 4/1/77 - worked ok - to extend them
for completion 7/1/77 - ask Rick Smith for any questions*

Mr. Larry Foss
February 3, 1977
Page Two

If you have any questions concerning the requirements, please contact Mr. Rick Smith of the Sanitation Districts' Industrial Waste Section at extension 269.

Very truly yours,

John D. Parkhurst
Chief Engineer and
General Manager

By *Leslie D. Rose*
Leslie D. Rose
Supervising Industrial Waste Engineer

LDR:RS:ct
cc: Dept. of County Engineer



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road / Whittier, California
Mailing Address: / P. O. Box 4998, Whittier, California 90607
Telephone: (213) 699-7411 / From Los Angeles (213) 685-5217

JOHN D. PARKHURST
Chief Engineer and General Manager

4.10.3

January 19, 1976

In reply, please refer to
File:18-00.05-00/76-4352

Dept. of County Engineer
Project Planning & Pollution
Control Division
108 West Second Street
Los Angeles, California 90012

Attention: Ruben Garcia

Subject: Industrial Wastewater Discharge Permit No. 4352
Foss Plating Company, Inc.
8140 Secura Way
Santa Fe Springs, California 90670

Dear Mr. Garcia:

Enclosed are four (4) approved sets of plans and copies of the approved Industrial Wastewater Discharge Permit for the wastewater discharge from subject company. Please review these for compliance with your requirements, retain the copies you require for your files, and return the applicant's copies and any spare sets of plans to the applicant. The approved plans consist of:

- 1) Sheet 1 of 2 - 1st Floor Plan
- 2) Sheet 2 of 2 - 2nd Floor Detail and Details of Trench
- 3) Blueprint Legend
- 4) Copy of the Critical Parameter Report

Approval of the plans and permit is contingent upon continuing compliance with applicable Sanitation Districts' Ordinance requirements, ☐ upon corrections shown in red on the drawings, and ☒ upon the items indicated on the attached requirement list.

Mr. Garcia
January 19, 1976
Page Two

If you have any questions concerning the requirements, please contact the Sanitation Districts' Industrial Waste Section at extension 268.

Very truly yours,

John D. Parkhurst
Chief Engineer and
General Manager

By *Leslie D. Rose*
Leslie D. Rose
Industrial Waste Engineer

LDR:JS:gkb
cc: Foss Plating Co.
8140 Secura Way
Santa Fe Springs, CA 90670

Attn: Donald F. Foss, Vice President

Encls.*

SANITATION DISTRICTS OF LOS ANGELES COUNTY

John D. Parkhurst, Chief Engineer and General Manager
1955 Workman Hill Road, P. O. Box 4998, Whittier, California 90607

INDUSTRIAL WASTEWATER DISCHARGE PERMIT

REQUIREMENT LIST

COMPANY NAME Foss Plating Company, Inc.

INDUSTRIAL WASTEWATER DISCHARGE PERMIT NO. 4352

DATE OF PERMIT ISSUANCE January 19, 1976

The above named company is required to comply with all indicated items on this list as a condition of the permit approval. Satisfactory evidence of compliance with these conditions should be supplied to the Sanitation Districts where requested. Satisfactory evidence will consist of a minimum of written notification signed by a responsible company official, and in some cases may involve the submission of additional drawings and data.

1. Surcharge tests of the industrial wastewater must be performed at the intervals indicated on the enclosed Table of Surcharge Test Frequency and submitted annually with the wastewater treatment surcharge statement. ☐
2. Characterization tests of the industrial wastewater must be performed at the intervals indicated on the Required Characterization Tests form and reported on the enclosed Critical Parameter Report Form. All indicated analyses should be performed by a state of California or Sanitation Districts' approved laboratory. Revision of the Required Characterization Tests may be considered after initial analyses and upon written request with valid supporting information from the subject company. It is the responsibility of the subject company to report analyses of any other toxic materials shown in the Critical Parameter List, which are known to be present in the wastewater. ----- ☐
3. The amount of oil and grease present in your wastewater is considered excessive for a discharge to the public sewer. A program of regular interceptor cleanout should be adopted to prevent the build-up of oil and grease which may enter the sewer. ☐
4. Any rainwater discharge to the sanitary and industrial sewer system must be in accordance with the Districts' policy on rainwater, enclosed. ☐

5. Rainwater diversion systems shall divert any rainfall in excess of 0.1 inch to the storm sewer. Diverted rainwater must meet any requirements of the Regional Water Quality Control Board. ☐
6. The pH of the wastewater must be maintained above 6.0 at all times. Proper neutralization procedures must be observed to assure that this limit is not exceeded. Batch neutralization is required for any tanks containing acidic solutions before they are discharged to the sewer, if the solution pH is less than 6.0. ☐
7. An automatic continuous pH recording instrument must be installed to monitor the pH of the wastewater discharge stream entering the public sewer. The probe for the pH instrument must be located downstream of any pretreatment operations or of any branches which may be a source of industrial wastewater. The pH equipment must be regularly calibrated and maintained in good working order. At least 180 days of pH records must be filed at the discharge address and must be made available for inspection by representatives of the Sanitation Districts at any time during business hours. If pH records indicate periods of acidic or highly alkaline discharge, the applicant may be required to install a pH controlled neutralization system. ☐
8. An automatic effluent pH recording and control system is required to regulate the neutralization of wastewater. ~~Prior to installation, plans and supporting information for the pH neutralization system must be submitted to the Districts for approval. The plans must indicate design flow rates and the chemical nature and concentration of acidic or alkaline materials to be neutralized. The composition and stored volume of neutralizing agent should be indicated as well as the design flow rate for its injection into the waste stream. Plans must show the dimensions and volume of the neutralization chamber, means and power of agitation, the location and function of all pH probes and other instrumentation.~~ ☒
9. Numerical limits have been established by the Sanitation Districts for the maximum concentrations of heavy metals, and other toxic materials, permissible in an industrial discharge to the public sewers. The limits are those shown in the enclosed table of "INDUSTRIAL WASTEWATER EFFLUENT LIMITATIONS." The subject company is advised that any discharge in excess of these limits requires corrective action by the discharger. Penalties applicable to violations of these limits will be strictly enforced by the Sanitation Districts beginning on January 1, 1977. ☒
10. All wastewater discharged to the sewer must have a temperature lower than 120 F. ☐

11. All industrial wastewater discharged to the sewer must not contain over 0.1 milligram/liter of dissolved sulfides. ☐
12. One-pass cooling water must not be discharged to the sewer system. Plans or other information which describe a method for reuse, recirculation or an alternate means of disposal of the one-pass cooling water must be provided. ☐
13. All floor drains located in processing areas, or other areas where oil or grit may enter the sewer must be routed through a gravity separation interceptor. The interceptor shall provide a 30-minute detention time based on the peak wastewater discharge rate, with a minimum capacity of 500 gallons, and shall be baffled to retain floatable oils and greases, as well as settleable grit materials. ☐
14. Any proposed revisions which result in a significant change in wastewater quantity or quality (approximately 25% or more or 25,000 gallons per day) from the values reported in the permit application will require a new permit application to be submitted for the Districts' approval. ----- ☒
15. Waste haulers reports must be obtained and kept on file for a period of at least 180 days for any liquid wastes leaving the plant other than in the sewer system. These reports must be made available to representatives of the Sanitation Districts upon request. ----- ☒
16. For any company with an industrial wastewater discharge of 50,000 gallons per day, or a peak flow of 100 gallons per minute or greater, automatic full-time flow monitoring of the discharge is required. Companies with more than one discharge point must provide flow monitoring for each discharge of 25,000 gallons per day or 50 gallons per minute peak flow, or greater. If less than two discharge points exceeds 25,000 gallons per day, or 50 gallons per day peak flow, then flow monitoring must be installed on the two largest single discharge points. Flow monitoring systems must provide totalization, indication, and recording of flow.

A minimum of four (4) sets of plans for the required flow monitoring system must be submitted to the Sanitation Districts for review prior to construction of the system. These drawings shall indicate relevant pipe slopes, elevations, and locations, dimensions, types and locations of instrumentation, details of flow metering elements, the estimated flow range (minimum, maximum and average), and upstream and downstream piping structures and devices which could influence flow through the meter. Manufacturer's catalogue cuts and data sheets shall be included with the construction drawings, for any manufactured equipment to be installed as part of the flow monitoring system. Complete rating data and calculations must accompany plans for any engineered flow measuring element.

- 4 -

Where unusual flow conditions exist, or where a proposed flow monitoring installation departs from recognized published standards, engineering calculations shall be submitted to support proposed calibration data. In place calibration may be required for some flow monitoring systems. When required, certified calibration curves or data must be submitted which show measured head or signal output for five flow rates over the design flow range. Manufacturer's certified calibration curves or data must be submitted for any flow metering device used to determine the calibration of the proposed system. Accuracy of the flow monitoring system shall be demonstrated to be within $\pm 2.5\%$ of the measured flow. For some installations where the wastewater has adverse characteristics, use of certain wastewater flow metering devices may be prohibited, especially where lack of proper maintenance may cause the meter to read and record low.

All electrical equipment and wiring to be installed in a confined space in communication with the vapor space of the public sewer shall be suitable for Class I, Group D, Division I, hazardous locations as specified in Articles 500-517 of the National Electrical Code. Such electrical equipment and wiring shall be of explosion proof construction, or alternately, may be certified to be intrinsically safe by a nationally recognized testing laboratory, such as Underwriters Laboratories, Inc. or Factory Mutual Engineering Corp.

Design of flow monitoring installations shall be performed under the supervision of a California registered professional engineer competent in this field. Design and construction drawings and calculations shall be stamped with the authorized seal of the supervising professional engineer or signed over his registration number, to indicate his review and approval of the work.

17. The flow monitoring system shall incorporate a momentary contact closure pulse signal generating device which can be used to activate an automatic sampler at uniform increments of monitored discharge volume. The device must be capable of generating one to four contact closures for the volume discharged each 30 minutes at the average flow rate during the operating day of the facility. The contact closure device should not provide any power, however, the relay should be designed for a minimum 500 milliamp current at 120 volts. The closure duration should be 50 milliseconds to one (1) second. The control signals shall be fed to an MS 3102E 18-10S socket with an MS 25043-18D cap and chain or their equivalent. The socket, cap & chain are available from three manufacturers: Amphenol, Bendix, or Cannon. The contact signal shall be connected to pins A and B (or 1 and 2) of the socket. The socket shall be mounted in a suitable weatherproof receptacle box and located within 10 feet of the sampling point.
18. An industrial wastewater sampling point(s), suitable for obtaining grab or continuous samples, must be provided and its location clearly indicated to the Districts. The sampling point must be located downstream of all sources of industrial wastewater and of any gravity separation interceptor

or other pretreatment equipment. Safe and convenient access to the sampling point must be provided for representatives of the Sanitation Districts. Where practical, access to the sampling point shall be available from the public street, but the sampling point shall not be in any manhole located in the street. If a locked security enclosure is necessary, the Sanitation Districts shall be provided with two keys to the lock or the lock combination, or a Districts' padlock shall be used to secure the sampling point area.

19. Information requested, or satisfactory evidence of compliance must be submitted to the Sanitation Districts within 90 days
April 19, 1976 to satisfy condition number(s) 21 ----- ☒

20. The permittee is required to adopt a program of regular interceptor maintenance and cleaning at intervals frequent enough to prevent a build-up of grit, oil, or grease which may enter the sewer. ----- ☒

21. The Critical Parameter Report submitted with the permit application has shown that the wastewater constituents underlined in red on the attached copy exceed the Districts' Phase I Control, Industrial Effluent Limitations (copy enclosed). Subject company is required to submit to the Districts within 90 days of the date of this letter, a plan with an implementation schedule for control of the discharge of these wastewater constituents. ----- ☒

22. In order to protect the Sanitation Districts' biological treatment plants, and the environment, concentrated solutions of toxic plating compounds may not be drained to the sewer system. Certain plating solutions have salvage value and may be disposed of by selling them to a heavy metal reclaiming company. If it becomes necessary to dispose of any toxic solutions, which cannot be reclaimed, they should be hauled to a Class I landfill approved by the Regional Water Quality Control Board or other legal disposal facility. If additional information is desired on methods of disposal of toxic solutions, please contact John Eason at extension 278. From the information provided by the subject company, the following tanks must not be drained to the sewer:

Tank No's. 1, 2, 19, 20, 21, 22, 23, 24, 25, 26, 32,
33, 34, 35, & 36

and any other etching or stripping tanks containing excessive heavy metals. ----- ☒

SANITATION DISTRICTS OF LOS ANGELES COUNTY
INDUSTRIAL WASTE SECTION
REQUIRED WASTEWATER CHARACTERIZATION TESTS

Firm Name Foss Plating Company, Inc. Permit No. 4352
 Address of Property 8140 Secura Way Date January 19, 1976
 Producing Wastewater Santa Fe Springs, California 90670 S.I.C. No. 3471
 Frequency of Analyses 1 per 3 months 1/ Flow 2.65 million Gal/Yr

The following analyses and flow measurements shall be reported at the indicated frequency to the Sanitation Districts on the Districts' Critical Parameter Report Form (copy attached), which must be signed by an administrative officer of the company. Certain requested characterization tests may be deleted from future reports; if it can be demonstrated in writing that they exist in very minute amounts in the wastewater and are not used in any processes which generate wastewater.

Ident. Code	Test <u>3/</u>	Ident. Code	Test <u>3/</u>
A	Flow (Total) <u>2/</u>		
B	Flow (Peak) <u>2/</u>		
E	pH		
I	Cyanide		
Q	Chromium - Total		
S	Copper - Total		
Y	Nickel - Total		
FF	Zinc - Total		

- 1/ Companies required to submit only annual characterization analysis data should submit it directly to the Districts on July 1; companies required to submit data every 6 months should submit data on January 1, and July 1; companies required to submit data every 3 months should submit data on January 1, April 1, July 1, and October 1. Required industrial wastewater characterization analysis data not received within 45 days of the required date will be considered delinquent and a possible cause for revocation of the Industrial Wastewater Discharge Permit.
- 2/ Total Flow and maximum 30-minute peak flow rate for the day when composite characterization sample is taken.
- 3/ It is the responsibility of the subject company to report analyses of any other toxic materials shown on the Critical Parameter Report Form, which are known to be present in the wastewater, or may occur in the wastewater as a result of a process change.